

**1. Offer, quotation, confirmation and forecast**

These terms and conditions shall apply to all quotations, offers, purchase orders, acceptances, acknowledgements or confirmations between Perlos and/or its Affiliates and Customers. Unless otherwise explicitly agreed in writing by Perlos, any and all pre-printed terms and conditions or documents provided by Customer shall not be binding on Perlos. Except otherwise stated in the offer, Perlos' offers are open for acceptance within thirty (30) days and may be withdrawn or revoked by Perlos at any time prior to the receipt of the Customer's acceptance by Perlos. Any reschedule or cancellation of the purchase order shall be subject to Perlos' written consent. Perlos may from time to time agree upon a procedure with Customer whereby Perlos manufactures Products on the basis of forecasts provided by Customer. Customer shall in such cases be obligated to purchase the Products manufactured and materials and components ordered by Perlos according to such forecast.

**2. Product, pricing, and quantities**

The Products shall be purchased in the quantities and at the prices specified in Perlos' offer or confirmations. The Prices do not include any taxes, duties or similar levies, which will be further added by Perlos under applicable laws. In the event of shortages Perlos may adjust the amounts of Products among its customers after consultation with such Customers.

**3. Payment**

Net payment is due at the date specified in the invoice. All payments shall be made to the address designated by Perlos. No discount or reduction from the payment is allowed. Overdue interest rate will be 1% per month or the applicable statutory rate, whichever is higher, from the due date until payment in full. Perlos has the right to suspend, delay, refuse, or cancel any credit, delivery or any other performance by Perlos at any time if the Customer's financial condition does not justify production or delivery on the above payment terms.

**4. Delivery and acceptance**

The Products shall be delivered EXWORKS (Incoterms 2000) unless otherwise agreed in writing by Perlos. Delivery dates communicated or acknowledged by Perlos are approximate only, and Perlos shall not be liable for Customer because of any delivery made within a reasonable time before or after the stated delivery date. If Customer fails to take delivery, then Perlos may store the Products at Customer's cost and expense. In the event of any damages to the Product package or deviation of the quantities from the packaging list, Customer shall inform Perlos in writing, together with the forwarder's certificate and the photos of such damages or deviation within one (1) day upon the Products' arrival at the destination. Customer shall complete acceptance procedure and inform Perlos of any quality issue within seven (7) days upon receipt of the delivery. The Products will be deemed to be accepted by Customer if such Customer fails to initiate the above-mentioned process.

**5. Limited warranty and disclaimer**

Except for otherwise agreed in writing or prescribed under mandatory and applicable laws, Perlos warrants that, for a period of six (6) months from the date of shipment from Perlos' delivery point, the Products delivered hereunder shall substantially meet the Specifications. If during the-above-mentioned period, Perlos is notified promptly in writing, with detailed description, upon discovery of any failure to meet the Specifications attributable to Perlos, after Perlos' confirmation of such failure, Perlos agrees to replace the Products under Perlos' replacement procedures. The replacement of the Product shall constitute Customer's sole remedy for breach of the above warranty. Any return of the products by Customer without following such procedure may be rejected by Perlos. The express warranty granted above shall extend directly to Customer and not to Customer's customers, agents or representatives. Except for warranty of title, the express warranty granted above is in lieu of all other warranties, whether express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, or non-infringement of intellectual property rights. All other warranties are hereby specifically disclaimed by Perlos.

**6. Confidentiality**

Customer acknowledges that all technical, commercial and financial data disclosed to Customer by Perlos is confidential information of Perlos and/or its affiliates. Customer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the Product transaction contemplated herein.

**7. Product and production change**

Perlos shall have the right to make Product and/or production changes after consultation with Customers. In such event Perlos represents that said changes shall not negatively affect form, fit or function of the Products and their performance and characteristics.

**8. Discontinuation of product**

Perlos reserves the right to discontinue manufacturing and sale of Products at any time. If however at any time during the term of an Agreement under which Perlos sells and Customer purchases on a regular basis Products, such regularly sold and purchased Products are to be permanently discontinued ("Discontinued Product"), Perlos shall use its reasonable commercial efforts to give Customer prior written notice of such discontinuance and shall use reasonable commercial efforts to accept orders for such Discontinued Product all in accordance with Perlos' product discontinuation process and general information related thereto.

**9. Intellectual property rights**

All intellectual property rights covering Products including without limitation any and all software and/or documentation or data included in, with or comprising Products, and all ownership rights in and to such intellectual property rights, software, documentation and data, shall remain solely and exclusively with Perlos or its third party suppliers, whether or not it was developed specifically for the Customer. No rights or licenses are granted, or implied by estoppel or otherwise, under any intellectual property rights of Perlos and/or its Affiliates or any intellectual property residing in the Products, including without limitation, software and/or documentation or any data furnished by Perlos, except for the license under any of Perlos' and/or its Affiliates' intellectual property rights to use and resell Products sold by Perlos to Customer subject to the provisions set forth herein. The term "Affiliate" shall mean any entity or other person which, directly or indirectly, controls, is controlled by or is under common control with Perlos. Customer shall indemnify Perlos and its Affiliates against and hold Perlos and its Affiliates harmless from any damage or costs arising from or in connection with any violation or breach of the provisions of this Article 9 and Customer shall reimburse all costs and expenses incurred by Perlos and/or its Affiliates in defending any claim, demand, suit or proceeding arising from or in connection with such violation or breach.

**10. Limitation of liability**

IN NO EVENT SHALL PERLOS BE LIABLE IN CONTRACT, TORT OR OTHERWISE, WHATEVER THE CAUSE THEREOF, FOR LOSS OF BUSINESS OR GOODWILL, LOSS OF REVENUE OR LOSS OF PROFITS, LOSS OF PRODUCTION, CLAIMS BY THE OTHER PARTY'S CUSTOMERS, COST OF LINE STOPS OR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE INCURRED BY THE CUSTOMER. THE AGGREGATE LIABILITY OF PERLOS SHALL ALWAYS BE LIMITED TO THE PRICE OF THE LIABILITY CAUSING PRODUCTS.

**11. Assignments**

Neither Party shall have the right to assign its rights or obligations under this agreement without prior written consent of the other Party.

**12. Applicable law and disputes**

These terms and any deliveries made under these terms shall be governed by and construed in accordance with the laws of Finland without reference to its conflict laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising from any deliveries made under these terms shall finally and exclusively settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The place of arbitration shall be Helsinki, Finland. The arbitration proceedings shall take place in the English language. Any collection by Perlos of overdue payments related to deliveries made under these terms may, at Perlos' sole election, be resolved by a court of competent jurisdiction.